

30 - 05 - 98

Companies House
Approval No. CHA113



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in this
margin

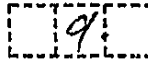
Pursuant to section 395 of the Companies Act 1985
(Address overleaf - Note 5)

Please complete
legibly,
preferably in
black type, or
bold block
lettering

To the Registrar of Companies

For official use

Company number



2230827

Name of company

• ST CLOUD NURSING HOMES LIMITED

Date of creation of the charge

15 MAY 1998

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEBENTURE

Amount secured by mortgage or charge

All monies and liabilities which are now due or which at any time hereafter may be due owing or incurred or made by the Company to Credit Suisse First Boston ("the Bank") including for the avoidance of doubt any further advances made after the date of the debenture or for which the Company may be or become liable to the Bank on any account or in any manner whatsoever whether alone or jointly with any other person firm or corporation and in whatever style name or form and whether as principal or surety or whether certain or contingent upon the happening of any event together with interest on all such money and liabilities so due (whether before or after any judgement which may be recovered therefor) to the date of actual repayment of any such monies and liabilities upon such days in each year as the Bank shall from time to time fix and together with costs charges and expenses and other payments incurred or made by the Bank pursuant to or in relation to the Debenture (including without limitation legal and valuation costs) of preparing, completing and enforcing

Names and addresses of the mortgagees or persons entitled to the charge

CREDIT SUISSE FIRST BOSTON of 5 Cabot Square,
London

Postcode E14 4QR

Presenter's name address and
reference (if any):

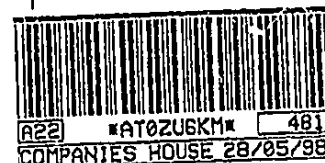
Messrs Davies Arnold Cooper
12 Bridewell Place
London EC4V 6AD

Ref: 427/12083.5/AH

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1 By way of Charge:-

(i) The freehold property known as Holmwood, 25 Comberton Road, Kidderminster and more particularly comprised within title number HS182813 at HM Land Registry and all fixtures (including trade fixtures) fixed plant and machinery from time to time thereon.

(ii) All other (if any) freehold and leasehold property of the Company both present and future and all fixtures (including trade fixtures) fixed plant and machinery from time to time thereon.

(iii) All the right title and interest of the Company to and in all plant and machinery now or at any time hereafter vested in or held by or on behalf of the Company and not charged in paragraphs (i) and (ii) above and all related spare parts fuels equipment and tools.

(iv) All book debts both present and future now or hereafter due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments legal and equitable charges reservation or proprietary rights of tracing and unpaid Vendors liens and similar and associated rights.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Ant

Date

26/5/98

On behalf of ~~company~~ [mortgagee/chargee]

delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Companies House Approval No.
CHA113

Please do not
write in this
binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

2230827

Please complete
legibly, preferably
in black type, or
bold block
lettering

* delete if
inappropriate

Name of company

ST CLOUD NURSING HOMES LIMITED

Limited *

Description of the instrument relating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

the security created by the Legal Charge on a full and unqualified indemnity basis.

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold black lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please do not write
in this binding
margin

Please complete
legibly, preferably in
black type or bold
block lettering

Short particulars of all the property mortgaged or charged (Continued)

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold black lettering

(v) All other monetary debts and claims both present and future (including things in action which give rise or may give rise to a debt or debts) now or hereafter due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are described in paragraph (iv) of the aforesaid.

(vi) (AA) All stock shares and other interest including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in (and from) any company which now is or may hereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985 or any statutory modification or re-enactment thereof) of the Company or (BB) the full benefit of all stocks shares and securities or certificates of which are now or may at any time hereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees and (CC) all rights in respect of or incidental to the premises described in sub paragraphs (AA) and (BB) above and (DD) all stocks shares rights monies or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the property described in this paragraph (vi) including all dividends interest and other income payable in connection therewith.

(vii) The goodwill and the uncalled capital of the Company both present and future.

(viii) All present and future licences held in connection with the Company and all compensation which may at any time become payable to the Company by virtue of the Licensing Act 1964 or any other statutory enactment or amendment on account of the non-renewal of any of the said licences.

2 By way of Floating Charge, the undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the property described in paragraph (i) and (vii) inclusive if and in so far as the charges thereon or on any part or parts thereof shall for any reason be ineffective as fixed charges.

Please note that:-

1 The Bank shall be entitled at any time by notice in writing to the Company to convert the above Floating Charge into a fixed charge.

2 The Company undertakes with the Bank that it will not except with the prior written consent of the Bank create grant extend or permit to subsist any mortgage debenture, charge or lien ranking in priority or pari passu with the Charge created by the debenture.

30-05-98

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02230827

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th MAY 1998 AND CREATED BY ST. CLOUD NURSING HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CREDIT SUISSE FIRST BOSTON ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th MAY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MAY 1998.

A handwritten signature in dark ink, appearing to read 'Neil Davies'.

NEIL DAVIES

for the Registrar of Companies

Large handwritten initials in dark ink, possibly 'P' and 'MD'.



C O M P A N I E S H O U S E

30 - 05 - 98

Companies House
Approval No. CHA113

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in this
margin

Pursuant to section 395 of the Companies Act 1985
(Address overleaf - Note 5)

Please complete
legibly,
preferably in
black type, or
bold block
lettering

To the Registrar of Companies

For official use

Company number

10

2230827

Name of company

• ST CLOUD NURSING HOMES LIMITED

Date of creation of the charge

15 MAY 1998

Description of the instrument (if any) creating or evidencing the charge (note 2)

POLICY ASSIGNMENT DEED

Amount secured by mortgage or charge

All monies, obligations and liabilities due to Credit Suisse First Boston ("the Lender") from St Cloud Nursing Homes Limited ("the Borrower") on any account whatsoever.

Names and addresses of the mortgagees or persons entitled to the charge

CREDIT SUISSE FIRST BOSTON

5 CABOT SQUARE LONDON

Postcode E14 4OR

Presentor's name address and
reference (if any):

DAVIES ARNOLD COOPER
6-8 BOUVERIE STREET
LONDON EC4Y 8DD

Ref: 427/12083.5

Time critical reference

For official Use
Mortgage Section



Short particulars of all the property mortgaged or charged

The Borrower with full title guarantee and with the intent that the security shall rank as a continuous security for all the respective liabilities and obligations described above, assigns absolutely (and not by way of a charge only) to the Lender all its right, title and interest in and to the policy number LO1 93520201 effective from 28 August 1997 in respect of Philip Martin Connell, such policy being issued by Guardian Financial Services in favour of the Borrower and all rights contained (whether expressed or implied) therein and all monies and/or all benefits from time to time accruing thereunder or resulting therefrom including, without limitation the right to make demand or take any action (including that for specific performance) against the insurer under any such policy and to exercise any remedies available at law or equity to the Borrower.

Please do not
write in this
margin

Please complete
legibly, preferably in
black type, or bold
block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

26/5/98

On behalf of [company] (mortgagee/chargee)

delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

30 - 05 - 98

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02230827

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A POLICY ASSIGNMENT DEED DATED THE 15th MAY 1998 AND CREATED BY ST. CLOUD NURSING HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CREDIT SUISSE FIRST BOSTON ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th MAY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MAY 1998.

A handwritten signature in dark ink, appearing to read 'P. Davies'.

PHIL DAVIES
for the Registrar of Companies

A large, stylized handwritten signature or set of initials in dark ink, possibly reading 'P. Davies'.



COMPANIES HOUSE

30 - 05 - 98

Companies House
Approval No. CHA113

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in this
margin

Pursuant to section 395 of the Companies Act 1985
(Address overleaf - Note 5)

Please complete
legibly,
preferably in
black type, or
bold block
lettering

To the Registrar of Companies

For official use

Company number

7

2230827

Name of company

ST CLOUD NURSING HOMES LIMITED

Date of creation of the charge

15 MAY 1998

Description of the instrument (if any) creating or evidencing the charge (note 2)

LEGAL CHARGE

Amount secured by mortgage or charge

All monies and liabilities which now are due or which at any time hereafter may be due owing or incurred or made by the Company to UCB Healthcare Finance No. 1 Limited ("the Bank") including for the avoidance of doubt any further advances made after the date of the charge or for which the Company may be or become liable to the Bank on any account or on any matter whatsoever whether alone or jointly with any other person firm or corporation and in whatever style name or form and whether as principal or surety or whether certain or contingent upon the happening of any event together with interest on all such money and liabilities so due (whether before or after any judgement which may be recovered therefor) to the date of actual repayment of any such monies and liabilities upon such days in each year as the Bank shall from time to time fix and together with costs charges and expenses and other payments incurred or made by the Bank pursuant to or in relation to the Legal Charge (including without limitation legal and valuation costs) of preparing, completing and enforcing

Names and addresses of the mortgagees or persons entitled to the charge

UCB HEALTHCARE FINANCE NO. 1 LIMITED of Group House,
52 Sutton Court Road, Sutton, Surrey

Postcode SM1 4SL

Presenter's name address and
reference (if any):

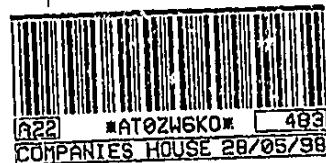
Messrs Davies Arnold Cooper
12 Bridewell Place
London EC4V 6AD

Ref: 427/12083.5AH

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1 By way of Legal Mortgage the freehold land and registered with absolute title at H M Land Registry under title number HW182813 and known as Holmwood, 25 Comberton Road, Kidderminster (the "Property").

2 By way of Floating Charge all moveable plant machinery implements utensils furniture goods and equipment now or from time to time placed on or used in or about the Property.

3 By way of Assignment:-

(1) The full benefit of all present and future licences held in connection with the business carried on by the Company or to be carried on by the Company at the Property.

(2) All compensation which may at any time become payable to the Company by virtue of the Licensing Act 1964 or any other statutory enactment on account of the non-renewal of any of the said licences.

(3) The goodwill of the said business (if any) carried on by the Company at the Property.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

[Signature]

Date

26/5/98

On behalf of ~~XXXXXX~~ [mortgagee/chargee]

delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ, DX: 33050 Cardiff

Companies House Approval No.
CHA113

Please do not
write in this
binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

2230827

Please complete
legibly, preferably
in black type, or
bold block
lettering

* delete if
inappropriate

Name of company

ST CLOUD NURSING HOMES LIMITED

Limited *

Description of the instrument relating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

the security created by the Legal Charge on a full and unqualified indemnity basis.

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold black lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge

Please do not write
in this binding
margin

Please complete
legibly, preferably in
black type or bold
block lettering

Short particulars of all the property mortgaged or charged (continued)

Please do not
write in this
binding margin

(4) The benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any Lease or Underlease of the Property now existing or hereinafter granted.

Please complete
legibly, preferably
in black type, or
bold black lettering

Please note that:-

1 The Bank shall be entitled at any time by notice in writing to the Company to convert the above Floating Charge into a fixed charge affecting any of the assets charged by the Floating Charge or as the case may be any of the assets as are specified in such notice.

2 The Company undertakes with the Bank that it will not during the continuance of the security except with the prior written consent of the Bank and in accordance with any conditions that may be attached to such consent:-

(1) Grant or agree to grant any lease or tenancy or accept or agree to accept any surrender of any lease of the Property or any part thereof or part with possession of the same.

(2) Create grant extend or permit to subsist any mortgage or other fixed security or other interest affecting any of the Property or other assets charged (whether by fixed or floating charge pursuant to the Legal Charge) ("Mortgaged Assets") or any floating charge on or over the Mortgaged Assets or any part thereof. This prohibition applies not only to the mortgages but other fixed securities and floating charges which rank or purport to rank in point of security in priority to the security constituted by the Legal Charge but also to any mortgages securities or charges which rank or purport to rank pari passe therewith or thereafter.

3 0 - 0 5 - 9 0

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02230827

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT
A LEGAL CHARGE DATED THE 15th MAY 1998 AND CREATED BY ST. CLOUD
NURSING HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO UCB HEALTHCARE FINANCE NO.1 LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 28th MAY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MAY 1998.

IWAN DAVIES
for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

30 - 05 - 98

Companies House
Approval No. CHA113

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in this
margin

Pursuant to section 395 of the Companies Act 1985
(Address overleaf - Note 5)

Please complete
legibly,
preferably in
black type, or
bold block
lettering

To the Registrar of Companies

For official use

Company number

Name of company

• ST CLOUD NURSING HOMES LIMITED

2230827

Date of creation of the charge

15 MAY 1998

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEBENTURE

Amount secured by mortgage or charge

All monies and liabilities which are now due or which at any time hereafter may be due owing or incurred or made by the Company to UCB Healthcare Finance No. 1 Limited ("the Bank") including for the avoidance of doubt any further advances made after the date of the debenture or for which the Company may be or become liable to the Bank on any account or in any manner whatsoever whether alone or jointly with any other person firm or corporation and in whatever style name or form and whether as principal or surety or whether certain or contingent upon the happening of any event together with interest on all such money and liabilities so due (whether before or after any judgement which may be recovered therefor) to the date of actual repayment of any such monies and liabilities upon such days in each year as the Bank shall from time to time fix and together with costs charges and expenses and other payments incurred or made by the Bank pursuant to or in relation to the Debenture (including without limitation legal and valuation costs) of preparing, completing and enforcing

Names and addresses of the mortgagees or persons entitled to the charge

UCB HEALTHCARE FINANCE NO. 1 LIMITED of Group House,
52 Sutton Court Road, Sutton, Surrey

Postcode SM1 4SL

Presentor's name address and
reference (if any):

Messrs Davies Arnold Cooper
12 Bridewell Place
London EC4V 6AD

Ref: 427/12083.5/AH

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1 By way of Charge:-

- (i) All (if any) freehold and leasehold property of the Company both present and future and all fixtures (including trade fixtures) fixed plant and machinery from time to time thereon.
- (ii) All the right title and interest of the Company to and in all plant and machinery now or at any time hereafter vested in or held by or on behalf of the Company and not charged in paragraph (i) above and all related spare parts fuels equipment and tools.
- (iii) All book debts both present and future now or hereafter due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments legal and equitable charges reservation or proprietary rights of tracing and unpaid Vendors liens and similar and associated rights.
- (iv) All other monetary debts and claims both present and future (including things in action which give rise or may give rise to a debt or debts) now or hereafter due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the

Please do not
write in this
marginPlease complete
legibly, preferably in
black type, or bold
block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Daz.

Date

26/5/98

On behalf of ~~company~~ [mortgagee/chargee]delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Companies House Approval No.
CHA113

Please do not
write in this
binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

2230827

Please complete
legibly, preferably
in black type, or
bold block
lettering

* delete if
inappropriate

Name of company

ST CLOUD NURSING HOMES LIMITED

Limited *

Description of the instrument relating or evidencing the mortgage or charge (continued) (note 2)

30 - 05 - 98

Amount due or owing on the mortgage or charge (continued)

the security created by the Legal Charge on a full and unqualified indemnity basis.

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold black lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please do not write
in this binding
margin

Please complete
legibly, preferably in
black type or bold
block lettering

Short particulars of all the property mortgaged or charged (Continued)

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold black lettering

generality of the foregoing) such rights as are described in paragraph (iii) of the aforesaid.

(v) (AA) All stock shares and other interest including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in (and from) any company which now is or may hereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985 or any statutory modification or re-enactment thereof) of the Company or (BB) the full benefit of all stocks shares and securities or certificates of which are now or may at any time hereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees and (CC) all rights in respect of or incidental to the premises described in sub paragraphs (AA) and (BB) above and (DD) all stocks shares rights monies or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the property described in this paragraph (v) including all dividends interest and other income payable in connection therewith.

(vi) The goodwill and the uncalled capital of the Company both present and future.

(vii) All present and future licences held in connection with the Company and all compensation which may at any time become payable to the Company by virtue of the Licensing Act 1964 or any other statutory enactment or amendment on account of the non-renewal of any of the said licences.

(viii) All the right title and interest of the Company to and in all plant and machinery now or at any time hereafter vested in or held by or on behalf of the Company and not charged in paragraphs (i) and (ii) above and all related spare parts fuels equipment and tools.

2 By way of Floating Charge, the undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the property described in paragraph (i) to (viii) if and in so far as the charges thereon or on any part or parts thereof shall for any reason be ineffective as fixed charges.

Please note that:-

1 The Bank shall be entitled at any time by notice in writing to the Company to convert the above Floating Charge into a fixed charge.

2 The Company undertakes with the Bank that it will not except with the prior written consent of the Bank create grant extend or permit to subsist any mortgage debenture, charge or lien ranking in priority or pari passu with the Charge created by the debenture.

30 - 03 - 20

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02230827

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT
A DEBENTURE DATED THE 15th MAY 1998 AND CREATED BY ST. CLOUD NURSING
HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO UCB HEALTHCARE FINANCE NO.1 LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 28th MAY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MAY 1998.

REGISTRAR
for the Registrar of Companies



COMPANIES HOUSE

HC026B